



**Cornell University
ILR School**

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see -
<http://digitalcommons.ilr.cornell.edu/blscontracts/2/>)

Title: Central Illinois Builders, Associated General Contractors of Illinois, Inc. and Southern & Central Illinois Laborers District Council, Laborers International Union of North America (LIUNA), AFL-CIO, Locals 159, 171, 253, 477, 624, 703 (2003)

K#: 8955

Employer Name: Central Illinois Builders, Associated General Contractors of Illinois, Inc.

Location: IL Central

Union: Southern & Central Illinois Laborers District Council, Laborers International Union of North America (LIUNA), AFL-CIO

Local: 159, 171, 253, 477, 624, 703

SIC: 1540

NAICS: 23622

Sector: P

Number of Workers: 1300

Effective Date: 05/01/03

Expiration Date: 04/30/08

Number of Pages: 30

Other Years Available: Y

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

K8455
1,300 workers

29 pp.

ARTICLES OF AGREEMENT
COVERING
BUILDING CONSTRUCTION
WITH
LABORERS' LOCAL NO. 159, DECATUR
LABORERS' LOCAL NO. 171, MATTOON
LABORERS' LOCAL NO. 253, JACKSONVILLE
LABORERS' LOCAL NO. 477, SPRINGFIELD
LABORERS' LOCAL NO. 624, DANVILLE
LABORERS' LOCAL 703, URBANA
OF THE
SOUTHERN & CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL
AND
CENTRAL ILLINOIS BUILDERS OF AGC

May 1, 2003 through April 30, 2008

INDEX

ARTICLE		PAGE
I	PARTIES TO AGREEMENT.....	3
II	UNION SECURITY.....	3
III	PURPOSE.....	4
IV	UNION RECOGNITION.....	4
V	REFERRAL CLAUSE.....	4
VI	GENERAL CONDITIONS.....	7
VII	WORKMEN'S COMPENSATION, UNEMPLOYMENT, INSURANCE AND SOCIAL SECURITY.....	8
VIII	BONDING REQUIREMENTS.....	8
IX	FAILURE TO PAY WAGES.....	9
X	PENSION, WELFARE, TRAINING, LECET, IAF, MRFFC, ANNUITY, VACATION, LEGAL & CHECK-OFF.....	9
XI	LIABILITY CLAUSE.....	10
XII	CHIMNEY, TUNNEL & RAILROAD AGREEMENT.....	10
XIII	INVALIDITY AND SEVERABILITY.....	11
XIV	SUBCONTRACTING.....	11
XV	PRE-JOB CONFERENCE.....	11
XVI	BUSINESS MANAGER & STEWARD CLAUSE.....	11
XVII	LABORER FOREMAN.....	12
XVIII	WATCHMAN CLAUSE.....	13
XIX	HOURS OF WORK & HOLIDAYS.....	13
XX	SHOW-UP TIME AND STARTING TIME.....	14
XXI	SHIFT WORK.....	15
XXII	PAY DAY.....	16
XXIII	JURISDICTION OF WORK.....	16
XXIV	JOB CLASSIFICATIONS.....	17
XXV	WAGES AND EMPLOYEE SECURITY.....	20
XXVI	WORKING RULES.....	21
XXVII	DEPTH PAY.....	23
XXVIII	MANAGEMENT RIGHTS.....	23
XXIX	ADJUSTMENT OF DISPUTES.....	24
XXX	JURISDICTIONAL DISPUTES.....	25
XXXI	MARKET PRESERVATION.....	26
XXXII	DATE OF AGREEMENT.....	26
XXXIII	ENTIRE AGREEMENT OF PARTIES.....	28
	SIGNATURE PAGE.....	28
	WAGE ADDENDUM.....	29
	MEMORANDUM OF UNDERSTANDING.....	

ARTICLE I **AGREEMENT**

Section 1. This Agreement made and entered into between Central Illinois Builders Of AGC, parties of the first part, representing those firms who have assigned their bargaining rights, hereinafter referred to as the "Employer"; and the Southern & Central Illinois Laborers' District Council and Laborers' Local 159 Decatur, Illinois; 171 Mattoon, Illinois; 253 Jacksonville, 477 Springfield, Illinois; 624 Danville, Illinois; and 703 Urbana, Illinois, parties of the second part, hereinafter referred to as the "Union".

Section 2. It is understood and agreed that this Agreement shall be in effect on Building Construction work with Federal, State, County, City, Township or private work within the jurisdiction of the Laborers' Locals named in Section 1 above.

Section 3. The conditions of employment set forth shall prevail from May 1, 2003, through April 30, 2008, and shall continue in effect from year to year thereafter unless either party to this Agreement gives sixty (60) days or more written notice prior to the expiration date of this Agreement by Registered or Certified Mail expressing the desire to make amendments to the Agreement upon the expiration of same, provided, however, that the hourly wage rates as herein provided shall expire at midnight.

Section 4. This Agreement shall supersede all Agreements now and heretofore in force covering working conditions with proper Addendum covering wages within the jurisdiction of the Laborers' Locals listed in Section 1 of this Article.

Section 5. The term "Laborer," "defined as a Construction Craft Laborer" as used in Articles covering working conditions, shall apply to any employee covered by these Articles of Agreement, including Mason Tenders, Plasterer Tenders and charter grants by the AFL-CIO.

ARTICLE II **UNION SECURITY**

All present employees who are or become members of the Union shall remain members as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members of the Union as a condition of such employment, after seven (7) days following the beginning of their employment or the effective date of this Agreement, whichever is the later, as authorized in Section 8 (a) (3) of the Labor Management Relations Act of 1947, as amended, and Section 705 of the Labor Management Reporting and Disclosure Act of 1959. Upon written notice from the Union notifying the Employer of the failure of any employee covered by this Agreement to complete or maintain his membership because of non-payment of dues and fees, the Employer, shall, within twenty-four (24) hours of such notice, discharge said employee, provided further, that no Employer, or the Union, shall discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other members of the Union, or if membership was denied the employee for reasons other than the failure of the employee to tender the initiation fees and the periodic dues uniformly required as a condition of acquiring and maintaining membership.

ARTICLE III

PURPOSE

The purpose of this Agreement is to set forth the Agreement between the Employer and the Union regarding hours of work, working conditions and wages, provisions to promote the safety of employees, to secure economy of operations, to eliminate waste, to improve quality of service, to provide for the protection of property and to establish effective and impartial procedure for the peaceful settlement of disputes and grievances.

ARTICLE IV

UNION RECOGNITION

Section 1. The Union having demonstrated its majority support to the Employer, the Employer hereby recognizes the Union as the exclusive Collective Bargaining Representative for all Employees in the bargaining unit for all purposes.

Section 2. Laborers shall not include technical engineers, clerical employees, timekeepers, superintendents, master mechanics or general non-working foremen in charge of all classes of labor, excepting they do work which properly comes under the jurisdiction of the Locals covered by this Agreement.

ARTICLE V

REFERRAL CLAUSE

Section 1. The employer shall obtain applicants for employment through the Referral Office of the Union in accordance with the non-discriminatory provisions governing the operation of the Union's Referral Office as set forth in full herein, and said employment shall be granted regardless of race, creed, color, sex, age, or national origin.

When an Employer calls the Referral Office for persons, they shall be dispatched in a nondiscriminatory manner as follows:

- (1) Registration and referral of applicants shall be on a non-discriminatory basis, and shall in no way be affected by Union, bylaws, rules, regulations, constitutional provisions or any other aspect.
- (2) The Referral Office shall maintain the following lists on which persons in the construction industry may register for referral at any time during the hours which the Referral Office is open for registration of applicants.
- (3) The parties to this Agreement shall post in places where notices to employees and applicants for employment are customarily posted, all provisions of this Agreement relating to referral procedure and Union security.
- (4) The Employer shall recognize the Union's Referral Office in the geographical area covered by this Agreement.
 - (a) List A for Class A persons are applicants seeking active employment, who have worked a minimum of 500 hours as a Construction Craft Laborer for a one year period immediately preceding his/her registration and has worked one year or more in the geographical area covered by the Local Union.

(b) List B for Class B persons are applicants seeking active employment who have worked less than 500 hours as a Construction Craft Laborer for a one year period immediately preceding his/her registration and cannot meet the criteria set out in sub-paragraph (4) (a) above.

(c) List C for Class C persons are Registered Apprentices, listed by initiation date, in accordance with their placement.

(5) The foregoing lists shall be maintained on the basis of written statements of the person seeking active employment and such other information available to the Referral Office.

Section 2. All persons registering for active employment shall set forth their name, address and telephone number and classification(s) of work sought.

In dispatching, the Referral Office shall dispatch those on List A, Class A, so long as there are any in the Classification called for by the Employer who are registered and available for work and thereafter, those on List B so long as there are any in the classification called for by the Employer who are registered and available for work.

All registrants on List A, shall be dispatched in accordance with their experience and ability in the construction industry, i.e., the most experienced and able first, which experience and ability is established by the written statement of the registrant, such registrant having the right to submit any dispute to the Joint Arbitration Board, as set up in this Article, Section 10. The name of the registrant so dispatched shall be stricken from the list if the job to which the registrant is dispatched lasts long enough for the dispatched registrant to receive five (5) days pay at straight time if employed.

Section 3. All persons on List B shall be dispatched in the order of registration, and when dispatched, their names shall be stricken from the list, provided, however, that upon written request of an Employer, signed by the representative of the Employer on a job or project and delivered to the Referral Office stating that such Employer desires a named Class B registrant be dispatched to such job or project. Such Referral Office shall dispatch such Class B registrant only after the following conditions have been met:

(1) No employee shall be laid off or discharged to make room for such person.

(2) The Employer shall not request more than four (4) Class B registrants by name in each calendar year. In no case shall the number of requested exceed 10% of the total Laborers employed.

(3) The Employer shall not request a Class B registrant by name in the months of December, January, February or March.

Section 4. All persons on list C are Registered Apprentices and shall be dispatched in the order of registration or by Apprenticeship year.

Section 5. Employer may request former employees for referral to a job or project in writing and the Referral Office shall refer said former employees to the job or project, provided they are properly registered applicants in the Referral Office, are available for work at the time of the request, and have been employed by the requesting Employer under the terms of this or previous Agreements in the geographical area of the Referral Office within twelve (12) months prior to the request; and provided further, that no employees shall be laid off or discharged to make room for such former employees.

Section 6. The Employer retains the right to reject any job applicant referred. The Employer shall have the right to hire, and discharge for just cause. Hiring of employees shall be on a nondiscriminatory basis, and shall in no way be affected by Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

Section 7. The Employer, in requesting referrals, shall specify to the Union (a) the number of employees required, (b) the location of the project, (c) the nature and type of construction, demolition, etc., involved, (d) the work to be performed, and (e) such other information as is deemed essential by the Employer in order to enable the Referral Office to make proper referral of qualified applicants.

Section 8. If a registrant, referred for employment in regular order, refuses to accept such referral or employment, his name shall be placed at the bottom of the list. Neither the Union, its agents, nor the Referral Office undertakes or assumes any obligation to locate or search for any applicant whose name appears on the registration or referral lists, if such applicant is not available when referrals are made.

Section 9. In the event that the referral facilities maintained by the Union are unable to fulfill the request of an Employer for qualified employees from the Locals jurisdiction within twenty-four (24) hours after such request for referral is made by such Employer (Saturdays, Sundays and holidays excluded), the Local Union shall refer applicants from a Local Union within the Southern & Central Illinois Laborers' District Council to fulfill the request. In the event that the Union is unable to fill the request, per the above, the Union will seek applicants from the current Apprenticeship register. Should the Union be unable to fulfill the referral from this action, the Employer may then, and only then, hire applicants directly to enter the Apprenticeship Program.

Section 10. In the event that any applicant shall claim discrimination, he/she shall, within ten (10) days following the occurrence of the event which constitutes the basis for his/her claim, file with the parties so charged, a written complaint clearly and specifically setting forth the discrimination charges. The other party shall be notified immediately and given a copy of the complaint. A board consisting of a representative of the Employer and representative of the Union and an impartial chairman appointed by the Employer and the Union jointly, shall consider the complaint, and, within three (3) days, render a decision and settlement, which shall be final and binding recognizing the individual responsibility of the Union and the Employer. The Board is authorized to make and issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from or modify any of the provisions of this Article, and its decisions shall be in accord with the Labor Management Relations Act, as amended.

Section 11. On each job site the Employer may employ one (1) key person after the Employer has employed one laborer from the Local Union. The Local Union Laborer shall be the last man on the job.

Laborers' classified as "Concrete Specialist", shall perform all work assigned them relating to but not limited to: the pouring, striking off, finishing of all concrete surfaces, also concrete rubbing, edging, forming up, driving stakes, bull floats, etc.

Concrete Specialist shall have mobility to move throughout the geographical area covered by this Agreement, provided this movement is restricted to the work of the Concrete Specialist. Concrete Specialists agree to furnish their own small hand tools, such as floats and trowels and the Employer agrees to furnish any large tools and special edger's required, also rubbing stones with handles, brushes, buckets and cork floats or rubber floats and respirators according to state and federal law.

Concrete Specialist will be paid in accordance with the prevailing wage rate for the area or the Local Laborers' prevailing wage rate, whichever is higher.

Section 12. It is understood and agreed that any employee covered by an Employer under the terms of this Agreement may continue in the employment of that Employer at any location or on any project within the jurisdiction of the referring Local Union without going through the hiring procedure again so long as his/her employment is continuous, whether or not such continuing employment results in the displacement of another employee.

ARTICLE VI

GENERAL CONDITIONS

Section 1. There shall be no restrictions on the Employer's sole and exclusive right under this Agreement to determine the size of the work force on any particular job or project; nor shall there be any restriction on the employer's sole and exclusive right to man or not to man any equipment. There shall be no standby work demands.

Section 2. The parties reaffirm their policy of a fair days work for a fair days wage. Employees shall be at their place of work at the starting time and shall remain at their place of work until the quitting time. Scheduled quitting time shall include a reasonable time to clean up.

Section 3. There shall not be any organized coffee breaks, rest periods or other non-working time established during working hours. Employees may take individual thermos of coffee, or nonalcoholic refreshments, to their assigned place of work and consume same as time and work schedule allow.

Section 4. When employees leave the project of their own accord at other than the normal quitting time, it is their responsibility to notify their supervisor.

Section 5. When an employer, upon reasonable cause, considers it necessary to shut down a job to avoid the possible loss of human life, or because of an emergency situation that could endanger the life or safety of an employee, employees will be compensated only for the actual time worked. In such an event, if the employer requests the employee to stand by, employees will be compensated for the standby time at the applicable rate.

Section 6. Practices not a part of terms and conditions of applicable collective bargaining agreements shall not be recognized.

Section 7. All employees on the job agree to submit to personal and/or vehicle inspection as may be required by the employer.

Section 8. Foreman and General Foremen shall take orders only from the designated employer representative.

Section 9. On any project or job where a centrally located reporting place is designated, the Employer must provide adequate means of transportation from said place to job site, providing the designated reporting place is one-half (1/2) mile or more from the point where the employees are to work. Vehicles shall be properly covered during cold and inclement weather.

ARTICLE VII
WORKMEN'S COMPENSATION. UNEMPLOYMENT INSURANCE
AND SOCIAL SECURITY

Section 1. The Employer shall carry Workmen's Compensation, old age benefits, and agrees to carry on all Laborers, Unemployment Compensation regardless of the number of employees or the period of time for which they are employed and give the Union a copy of the same upon request.

Section 2. It is agreed that when an Employer requires the Laborer to perform work for him in an individual capacity when such work is not within the usual scope of his employment, thereby preventing recovery for injuries under the Workmen's Compensation Act, no such request shall be made by the Employer to any Laborers unless proof is first shown to the Union that he is sufficiently covered by either Workmen's Compensation Liability or such other type of insurance that would protect said Laborer in case of injury. Failure to comply with the above requirement shall constitute a violation of this Agreement, and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

ARTICLE VIII
BONDING REQUIREMENTS

Section 1. Unless waived by mutual agreement between the Employer and the Union, any Employer who has not maintained a business office within the jurisdiction covered by this Agreement for at least one (1) full year immediately preceding the execution of this Agreement shall obtain and maintain during the term of this Agreement, a surety bond in the amount of Twenty-five Thousand (\$25,000) Dollars to Fifty Thousand (\$50,000) Dollars, depending on job duration, to guarantee to his/her employees working under this Agreement payment of wages and fringe benefits, including Pension Fund and Welfare Fund payments. After the Employer has employed employees in the Union jurisdiction for a period of two (2) years without default in payment of wages and fringes, he/she will not be required to furnish such bond or security.

Section 2. In the event of failure, default or refusal of the Employer to meet his/her obligations to his/her employees or the Pension Fund, Welfare Fund, Annuity Fund, Vacation Fund, (Local 703) Legal Fund, Check Off or Training Fund when due, the Union aggrieved employee or the Trustees of the Pension Fund, Welfare Fund, Annuity Fund, Vacation Fund, (Local 703) Legal Fund, Check Off or Training, after written notice to the Employer and bonding company, may file claim to obtain payments, costs and reasonable attorneys' fees there from of the applicable surety bond.

Section 3. Failure of an Employer to obtain and maintain an effective surety bond as required herein or failure and default by an Employer of payment of obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer. Bond shall remain in full force and effect for a period of sixty (60) days after job completion.

ARTICLE IX
FAILURE TO PAY WAGES

If an Employer fails to pay wages, Health and Welfare, Vacation Fund, (Local 703) Legal Fund, Check-Off, MRFFC, LECET, Pension, Training Fund, Annuity Fund, and I.A.F., as established within this Agreement, the arbitration procedure herein provided for shall become inoperative and the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket until such failure to pay has been corrected.

ARTICLE X
PENSION. WELFARE. TRAINING. LECET. I.A.F., MRFFC
ANNUITY, VACATION FUND, (LOCAL 703) LEGAL, AND WORK ASSESSMENT CHECK-OFF

Section 1. It is mutually agreed that the Employers signatory to this Agreement shall pay into a Pension Fund the sum per hour as denoted in the Addendum pertaining to the Local Union Fund involved.

Section 2. Welfare and Pension payments, when requested by the Union, will be deducted from the wages by the Contractors.

Section 3. It is hereby agreed that the Employer will contribute, per the Wage Addendum, for each hour or portion thereof worked by an employee under this Agreement to the Illinois Laborers' and Contractors' Training Program. The Employer will contribute the appropriated amount, per the Wage Addendum, per hour, per employee, to the Central Laborers' Pension Plan Office, Jacksonville, Illinois, along with Pension contributions.

Section 4. It is hereby agreed that the Employer will contribute, per the Wage Addendum, for each hour or portion thereof worked by an employee under this Agreement to the Laborers and Employers Cooperative Education Trust. The Employer will contribute the appropriated amount, per the Wage Addendum, per hour, per employee, to the Central Laborers' Pension Plan Office, Jacksonville, Illinois, along with Pension contributions.

Section 5. It is mutually agreed that the Employers signatory to this Agreement shall pay into an Industry Advancement Fund the sum per hour as denoted in the Addendum, which amount shall be paid into the Central Laborers' Pension Fund Office, Jacksonville, Illinois, and shall be disbursed into the account of the governing association under which the Employer operates.

Section 6. The Employer agrees that any Local Union having a work assessment check-off, a building fund check-off or any other check-off as outlined in the Addendum, it will be recognized and become part of this Agreement, provided authorization of check-off is secured by the Union and given to the Employer. Upon receipt of an employee's written authorization, which shall be irrevocable for not more than one (1) year, or the termination of this Agreement, whichever occurs sooner, the Employer shall deduct from such employee's wages, the assessments for the Local Union or District Council and remit same to the duly authorized representative, together with a list of the names of employees from whose pay deductions were made. Such a written authorization may be revoked by the employee by written notice by registered or certified mail to the Employer, the Union and the Council, received by all during the ten (10) day period prior to the termination of any applicable yearly period, or during the ten (10) day period to the termination of any applicable collective bargaining agreement, whichever occurs sooner. In the absence of such revocation sent and received in accordance with the foregoing, the authorization shall be renewed for an additional yearly period or until the end of the collective bargaining agreement, whichever occurs sooner.

Section 7. It is agreed when a Local Union within the District Council participates in or desires to participate in an Annuity Fund the Employers signatory to the Agreement shall pay into said Fund an amount designated in the Addendum, to the appropriate Fund Office.

It is understood that said amount of contribution shall be taken from the wage rate as negotiated.

Section 8. The provisions of this Article shall be interpreted in fashion consistent with Federal Law.

Section 9. It is hereby agreed that the Employer will contribute, per the Wage Addendum for each hour or portion thereof worked by an employee under this Agreement to the Midwest Region Foundation for Fair Contracting (MRFFC). The Employer will contribute the appropriate amount, per the Wage Addendum, per hour, per employee, to the Central Laborers' Pension Plan Office, Jacksonville, Illinois, along with Pension contributions. It is also agreed that Central Illinois Builders will be allowed a Trustee position on such MRFFC Board of Trustees when established.

ARTICLE XI **LIABILITY CLAUSE**

Section 1. It is understood and agreed that the Negotiating Agents (Associations) shall in no event be bound as a principal or Employer here under or be held liable as a principal or Employer in any manner for breach of this Contract by a party hereto; that the liability of the Employer here under is several and not joint.

Section 2. It is understood and agreed that the District Council is acting only as an Agent to negotiate and execute this Agreement and in no event shall the District Council be bound as a principal or be held liable in any manner for any breach of this contract by any Local Union. It is further agreed and understood that the liabilities of the Local Unions who are bound by this contract shall be several and not joint.

ARTICLE XII **CHIMNEY, TUNNEL AND RAILROAD AGREEMENTS**

Section 1. It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the Chimney Agreement covering the erection, alteration, repair and demolition of reinforced concrete and masonry chimneys.

Section 2. It is mutually agreed that the parties signatory to this Agreement do hereby mutually subscribe to the Railroad Maintenance and Railroad Construction Agreements when the work awarded pertains to the maintenance or construction or railroad work.

Section 3. All work coming under the Tunnel Agreement of the International Union will be done in accordance with the National Tunnel Agreement.

Section 4. In the above instances, it shall be the duty of the contractor to notify the regional offices of the Laborers' International Union of North America, under whose jurisdiction the work is to be performed, when they are low bidder on a Chimney job or a Railroad Construction or Railroad Maintenance job for the purpose of holding a pre-job conference covering that particular job. The contractor involved shall notify the Laborers' International Union of North America, Laborers Midwest Regional Office, 1 North Old State Capitol Plaza, Suite 525, Springfield, Illinois 62701, phone, (217) 522-3381.

ARTICLE XIII **INVALIDITY AND SEVERABILITY**

It is the intent of both parties to this Agreement to comply fully with all State and Federal laws and presidential Executive Orders. If it is found by a court of competent jurisdiction that any section of this Agreement is in conflict with any State or Federal laws or Presidential Executive Orders, then such sections shall be void and both parties agree to immediately meet and re negotiate such sections to conform to the law or Presidential Executive Order. All other sections and articles of this Agreement shall remain in full force and effect.

ARTICLE XIV **SUBCONTRACTING**

The Employer agrees to recognize the territorial and occupational jurisdiction of the Union to the extent that it shall not use on the job site for the performance of any work within that jurisdiction, which has been historically and continuously performed by employees within the unit covered by this Agreement, any employer, company or concern that does not observe the wages, fringe benefits, hours and economic conditions of employment as enjoyed by the employees covered by this Agreement.

ARTICLE XV **PRE-JOB CONFERENCE**

Section 1. A Pre-Job Conference will be held at the request of either party, at least forty- eight (48) hours prior to the starting of a job.

ARTICLE XVI **BUSINESS MANAGER & STEWARD CLAUSE**

Section 1. It is agreed that the Business Manager or his/her designated representative, of the Local, will have the unrestricted right to visit all jobs where his/her men are employed, subject to security regulations where in effect.

Section 2. The Business Manager may appoint a Steward on all projects, and shall immediately notify the employers representative of his/her selection, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement.

Section 3. The Steward is to perform all duties assigned to him/her by the Business Manager. The Steward is to work the same as any other employee on the job.

Section 4. It shall be the duty of the Steward to report to the Union any accident to any of the laborers which may occur on the job where employed. It shall be the duty of the Steward to personally see to it that the injured employee is taken care of and his/her family notified without loss of time or pay to the Steward so engaged during actual working hours. Any employee injured on a job who is unable to return to the job by written order of the doctor that day, shall receive a full day's pay. If he/she returns to the job that day, he/she shall be paid full time for the time lost. If the employee's occupational injury permits him/her to continue to work, but requires the employee to have subsequent visits or necessary medical treatment during his/her scheduled work hours, he/she will be paid for the time lost from his/her scheduled work in making such visits. Time will be paid based on the doctor's report of time spent at the doctor's office and the normal time to go from the job to the doctor and back to the job.

Section 5. The Steward shall not be transferred from one project to another without getting consent from the Business Manager.

Section 6. The Employer shall recognize the right of the Union to select a Steward from among its employees to perform the duties assigned to the Steward by the Union.

Section 7. The Steward shall not be discharged because he/she is performing his/her duties as a Steward, nor shall the Steward be discriminated against because of his/her affiliation with the Union or because of his/her activities on behalf of the Union.

Section 8. The Steward shall work when there is any work to be performed by the Laborers. He/she shall be the last Laborer on the job if qualified. No Steward shall be discharged without the Employer conferring with the Business Manager of the Local Union and a mutual understanding arrived at. The Steward will be allowed whatever time is necessary to police the job when necessary. Refer to Article XXVI, Section 18.

Section 9. When an Employer sees fit to discharge an employee or employees or have a reduction in the work force, he/she is to notify the Steward when taking such action.

Section 10. If a project is temporarily shut down, the Steward will be the first Laborer recalled.

ARTICLE XVII **LABORER FOREMAN**

Section 1. It is agreed that all Laborer Foremen designated by the Employer shall be members of the Union who have been in good standing in the Local, for no less than six (6) months.

Section 2. Laborer Foreman will be placed on all jobs when five (5) laborers are employed and not to keep time or be in charge of more than twelve (12) laborers. The Foreman shall be included in the total of five (5) laborers. Pushers or Labor Foreman will be strictly confined to supervision when twelve (12) laborers are under his/her supervision.

Section 3. Labor Foreman shall receive one dollar (\$1.00) per hour more than the highest paid laborer under his/her supervision.

Section 4. When two (2) or more Foreman are required, and a total of nineteen Laborers are employed, one (1) shall be appointed General Laborer Foreman and shall receive Two Dollars (\$2.00) per hour more than the highest paid laborer under his/her supervision.

Section 5. The superintendent shall consult with the Labor Foreman or General Foreman in the placing of Laborers on any work covered by this Agreement.

ARTICLE XVIII **WATCHMAN CLAUSE**

Watchman shall receive straight time pay for all Saturdays, Sundays, and Holidays. Watchmen shall receive eleven dollars (\$11.00) per hour plus fringe benefits. Time and one-half (1-1/2) shall be paid for all hours worked over forty (40). If the watchmen are told to do any work that comes under the classification other than watchmen in this Agreement, they shall be governed by the working rules and rates of this Agreement.

ARTICLE XIX **HOURS OF WORK AND HOLIDAYS**

Section 1. Eight (8) consecutive hours shall constitute a regular days work between the hours of 7 a.m. and 4:30 p.m., with one-half (1/2) hour for lunch between the 4th and 5th hour. Five (5) days shall constitute a week's work Monday through Friday.

Section 2. Any overtime under thirty (30) minutes consists of thirty (30) minutes and over thirty (30) minutes shall be counted an hour.

Section 3. Legal Holidays shall be: New Year's Day, Decoration Day; Independence Day; Labor Day; Thanksgiving Day; Veteran's Day (to be celebrated the day after Thanksgiving) and Christmas Day.

Section 4. No work shall be done on Labor Day, except as a condition of extreme emergency.

Section 5. Should any of the aforementioned holidays fall on Sunday, the Following Monday shall be considered a holiday. All holidays will be observed according to the National Law governing same.

Section 6. All work done before the regular starting time or after the regular quitting time shall be paid for at the overtime rate. If it is mutually agreed between the Business Manager of the Union and the Employer, the starting time can be advanced to eliminate working in the heat of the day or for some unusual operation condition, but shall not be utilized to circumvent overtime.

Section 7. By mutual Agreement between the Union and the Employer, a workweek consisting of four (4) ten (10) hour days may be utilized on that project.

The workday shall consist of ten (10) hours worked between the hours of seven (7:00) a.m. and five-thirty (5:30) p.m., including lunch.

The workweek shall consist of four (4) ten (10) hour days commencing at seven (7:00) a.m. Monday and ending at five-thirty (5:30) p.m. Thursday.

All hours worked in excess of ten (10) hours per day, Monday through Thursday shall be paid at a rate of one and one half (1 $\frac{1}{2}$) the regular rate of pay.

In the event that weather conditions or other acceptable conditions to the Union prevent work from being preformed on a regular (4/10) workday, then Friday shall be considered a regular work day at the straight time rate of pay (only to obtain a forty (40) hour work week) provided however, that employees shall receive premium pay when any other craft working on the job, at that time, receives premium pay from the Employer. Work preformed on Saturday will be paid at the rate of one and one half (1 $\frac{1}{2}$) the regular rate of pay. In the event that the regular four (4) ten (10) hour days are worked and the Employer wants to work Friday, then all hours worked on Friday shall be paid at one and one half (1 $\frac{1}{2}$) the regular rate of pay. In such case, any time worked on Saturday shall be paid at the double time rate of pay.

The Employer shall provide the Union with the starting date and the conclusion date, at the pre-job conference, so that it may be determined that such request is not for the purpose of circumventing the overtime provision of this contract.

When employees are required to work beyond ten (10) hours per day, they shall receive an additional lunch period.

ARTICLE XX

SHOW-UP TIME AND STARTING TIME

Section 1. When an Employer orders a certain number of laborers and these laborers appear on the job or shift at the time requested, then they must be put to work or paid two (2) hours show-up time.

Section 2. When an employee employed on a job finishes his/her day's work, and returns to work on the following day, he/she shall be allowed two (2) hours' show-up time, unless he/she has been notified the day before that there would be no work.

Section 3. It is agreed, however, the part of the first part will not be required to pay the show-up time as enumerated in Section 1 and 2 on account of bad weather or for conditions beyond the control of the Employer. The Employer agrees to call employees at least one and one-half (1-1/2) hours before starting time if no work will be available for said day.

Section 4. The employee must stay on the job for the time paid for show-up time unless released by the Supervisor.

Section 5. If the Employee is not to report to work, because of weather, he/she shall be notified not less than one and one-half (1-1/2) hours before starting time. Members of this bargaining unit shall be paid not less than two (2) hours pay if they report to work. If they are on the job over two (2) hours they shall receive for (4) hours pay. After an employee has worked four (4) hours he/she is paid for actual hours worked. Employees for one reason or another cannot report for work at his/her scheduled starting time shall notify his/her employer's representative. Failure to do so may result in discharge.

Section 6. It is agreed that when a Laborer is referred or a regular employee reports for work at the regular starting time and the Employer is unable to put him/her to work and the Employer desires that he/she remain on the site to be available, then the employee shall be paid in accordance with Article XX, Section 5. In no case shall an employee receive less than two (2) hours pay.

(a) The Employer shall allow all employees voting time on Election Day. The Employer will have the right to rotate the laborers so they all do not leave the job at the same time. The employee shall not receive pay for voting time.

ARTICLE XXI **SHIFT WORK**

FIRST SHIFT: When so elected by the contractor, multiple shifts of at least three (3) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours worked.

SECOND SHIFT: The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on second shift shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7-1/2) hours work.

THIRD SHIFT: The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the graveyard shift shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work.

A lunch period of thirty (30) minutes shall be allowed on each shift, toward the middle of each shift.

All overtime work required after the completion of a regular shift shall be paid according to the shift Agreement.

There shall be no pyramiding of over time rates and double the straight time rate shall be the maximum compensation for any hour worked.

There shall be no requirement for a day shift when either the second or third shift is worked.

By prior agreement between the Employer and the Union Business Manager, if the Employer is required to perform work which cannot be performed during regular working hours, employee(s) may work a special shift, limited to seven (7) hours worked including lunch, and receive eight (8) hours pay for the seven (7) hours worked. No employee may work on a special shift if he/she has performed bargaining unit work, that day, during the regular working hours. The Employer's request for this special shift must include the starting date the approximate number of employees involved, and the estimated conclusion date.

ARTICLE XXII
PAYDAY

Wages shall be paid in cash or by check weekly, not later than quitting time on Friday, and not more than three (3) day's wages may be withheld at any time. Any Laborer laid off or discharged shall be paid his/her wages immediately. In the event he/she is not paid off, waiting time at the regular straight time rate shall be charged until payment is made. However, if an employee is laid off and the Employer does not have facilities at the job site to prepare payroll checks, the Employer shall overnight the employees paychecks to their home Local on the next business day. When Pay Day is a regular Holiday, employees shall be paid on the day before such Holiday, prior to quitting time. Employees not paid prior to quitting time shall be entitled to pay at straight time rate for waiting time. In case of bad weather, the paychecks shall be ready by 10 A.M. on Pay Day. When an employee quits of his/her own accord, he/she shall wait for the regular payday to pick up his/her wages. If the employee fails to appear on the regular payday, the Employer will mail the wages to the employee's home Local.

ARTICLE XXIII
JURISDICTION OF WORK

Section 1.

Carpenter Tender
Cement Mason Tenders
Mortar Mixers
Kettlemen and Carrier of hot stuff
Tool Crib Men
Watchmen (Laborer)
Firemen or Salamander Tenders
Flagmen
Deck Hands
Installation and Maintenance of
Temporary Gas-Fired Heating Units

When unloading and loading of service trucks is required, truck driver helpers (minimum of one (1) Laborer) shall be used for the purpose of loading and unloading materials for the crafts Laborers tend.

Landscaping on all jobs. The loading, unloading, distribution, planting and placing of trees, shrubs, sod and seeding work covered by this Agreement is the work of the laborers.

All work pertaining to the pouring of concrete.

Grade and surveyor helpers.

Scaffolding (building of scaffolds and staging for Masons and Plasterers).

The handling, lighting and maintaining of lights, flares and flashers.

It is recognized that the Union claims jurisdiction of initial cleaning of windows, scrubbing and waxing of floors on new building construction at the rate that prevails in this Agreement.

Derrick men and the unloading and handling of stone and tile.

The unloading, loading, handling of cement, lime and plaster.

The handling, storing, conveying and use of plastic materials, basic or molten shall be the work of the Laborers.

The handling, moving, signaling, hooking on and unhooking, flagging of all power machines which Laborers are using to perform their jurisdiction of work.

Section 2. On any job or project where the Employer is responsible for construction staking, Laborers will drive stakes.

Section 3. The curing of concrete by any mode or method shall be done by the Laborer excluding self-propelled machines (Laborers to fill machines, mix curing compounds and deliver curing compounds to machines). The Laborer shall do the covering of concrete.

The swamping on heavy equipment shall be the work of the Laborers.

Writing of scale tickets at gravel pits, asphalt plants and all temporary plants shall be the work of the Laborers.

The Employer recognizes the jurisdiction of the Labor Unions not included in this Agreement and also will abide by all Agreements in force between the Laborers' International Union of North America and all other building crafts.

Section 4. The party of the first part agrees not to assign any work which in the past, has been done by laborers, to any other craft or organization unless it has been so granted by a definite decision of the Building and Construction Trades Department of the American Federation of Labor or a court of competent jurisdiction.

ARTICLE XXIV **JOB CLASSIFICATIONS**

Section 1.

Air Tamping Hammerman
All sewer workers plus depth pay
Asbestos Abatement
Asphalt Plant Laborers
Asphalt Raker and Layers
Asphalt Workers with machine
Bankmen on Floating Plant
Batch Dumpers
Caisson Workers plus depth pay

Carpenters Tenders
Cement Handlers
Cement Silica, Clay, Fly Ash, Lime and Plasters, Handlers (bulk or bag)
Chain Saw
Chloride Handlers
Cleaning Lumber
Cofferdam Workers plus depth pay
Concrete Burning Machine Operator
Concrete Saw Operator
Concrete Workers (wet)
Coring Machine Operator
Curb Asphalt Machine Operator
Deck Hand, Dredge Hand and Shore Laborer
Dispatchers
Driving of Stakes, Stringlines for all machinery
Dumpmen and Spotters
Dynamite Laborer
Fencing Laborers
Fire Shop Laborers
Firemen or Salamander Tenders
Fireproofing Laborers
Flagmen Form Handlers Gravel Box Laborers
Grade Checker
Gunnite Nozzle Laborers
Handling of Materials treated with oil, creosote, asphalt and/or any foreign material harmful to skin or clothing
Hazard Waste Workers
Jackhammer and Drill Operators
Janitors
Kettle Tar Laborers
Laborers Handling Masterplate or similar materials
Laborers Tending Masons with hot material or where
foreign materials are used
Laborers with De-Watering Systems
Landscapers
Laser Beam Operator
Laying of Sod
Layout Laborer' and/or Tile Layer
Lead Laborer on Sewer Work
Luteman
Mason Tenders
Material Checkers
Material Handlers
Mortar Mixer Operators
Motorized Buggies or Motorized Unit used for wet concrete
or handling of Building Materials
Multiple Concrete Duct – Leadman

Nuclear Power Plant Decommissioning
On Concrete Paving, Placing, Cutting and Tying of Reinforcing
Pit Laborers
Planting of Trees
Plasterer Tenders
Plastic Installers
Radiation Worker
Ready Mix Scalemen, Portable or Temporary Plant
Removal of Trees
Rip Rap Laborers
Rod and Chainmen
Scaffold Workers
Screen Laborer on Asphalt Pavers
Signal Laborer on Crane
Steel Form Setters - Street and Highway
Tank Cleaners
Tool Cribmen
Track Laborers
Tunnel Helpers in free air
Unloading and Carrying Lath
Unloading and Carrying of re-bars
Unloading Explosives
Vibrator Operators
Wallmen and Housemovers
Welders, Cutters, Burners and Torch Laborers
Wrecking Laborers
Wrecking, Dismantling Buildings
Writer of Scale Tickets

The above job classifications are in no way listed to limit Laborers' work.

The Employer reserves the right to assign additional job classifications/work assignments as necessary.

Section 2. Dynamite worker, minimum four (4) hours' pay at two dollars (\$2.00) per hour above the prevailing rate and if he/she is required to shoot more than four (4) hours, will receive a minimum eight (8) hours at the two dollar (\$2.00) above rate scale. If he/she has only four (4) hours to shoot dynamite, he/she shall be guaranteed an eight (8) hour day, but four (4) hours shall be at regular rate.

Section 3. Employees working within an area where cleaning or renovating equipment or major machinery demands the wearing of masks and special clothing due to exposure to excessive dust, dirt, gases or lethal acid shall receive a premium of fifty (\$.50) cents per hour above the regular Laborer rate.

Section 4. Brick Tenders will receive one dollar (\$1.00) more per hour.

Section 5. Employees licensed to perform asbestos/lead abatement and hazardous waste removal work shall receive one and one-half dollars (\$1.50) per hour above scale.

Section 6. Construction Craft Laborer Apprentice: The term of apprenticeship shall be approximately three (3) years and (2400/6000 hours) of on the job diversified work and training, excluding time spent in related instruction unless credit is granted by the Joint Apprenticeship Training Committee. The schedule that follows provides for three (3) equal periods of 800/2000 hours of work and training each:

First year	75% of the journey workers rate including full fringe benefits
Second year	85% of the journey workers rate including full fringe benefits
Third Year	95% of the journey workers rate including full fringe benefits
Fourth Year	Journey worker rate

Employers will be notified of the correct percentage of journey workers rate for each apprentice by the Fund Administrator.

Ratio and Supervisor:

One (1) journey worker to one (1) apprentice on a two (2) worker job;
One (1) apprentice to first five (5) journey workers;
Two (2) apprentices to ten (10) journey workers;
Three (3) apprentices to fifteen (15) journey workers;
Four (4) apprentices to twenty-five (25) journey workers;
Five (5) apprentices to thirty-five (35) journey workers;
Six (6) apprentice to fifty-five (55) journey workers, and
One (1) apprentice to twenty (20) journey workers thereafter.

Apprentices shall work under the supervision of competent and qualified journey workers on the job. Instruction in safety and safe work practices will be a part of job instruction in addition to that included in related instruction and special off-job courses.

ARTICLE XXV
WAGES AND EMPLOYEE SECURITY

Section 1. All building work performed on overtime shall be paid at time and one-half (1-1/2) rate except for Sundays and Holidays, which shall be paid at double time, along with Saturdays, as provided in Article XIX, Section 7.

Section 2. Employees shall have the right within the limits set by Section 8 (b) (4) of the National Labor Relations Act, as amended; and it shall not be a violation of this contract nor cause for discharge or any other penalty, if an employee or employees covered by this Agreement refuse to go through a legal primary established Union picket line.

ARTICLE XXVI

WORKING RULES

Section 1. The Employer shall have the right to assign his/her employees, on the job, to any particular work or classification of work and use his/her own judgement in this selection, provided the proper rate of pay is maintained.

Section 2. The employee shall furnish gloves and boots.

Section 3. Compensation shall be paid to employees being taken out of the jurisdiction of their respective Local Union.

Section 4. Laborers shall not be required to furnish their own transportation when changing jobs for the Employer during the workday, unless they wish to do so.

Section 5. There will be a minimum of one (1) Laborer or more if the job requires, to tend the sawmen, clean up, get new lumber, etc.

Section 6. There will be a minimum of one (1) Laborer or more if the job requires to tend sandblasting, tuck pointers and mason washing down walls.

Section 7. Cement car Laborers are to receive the same number of hours of employment per day as the other Laborers on the job.

Section 8. When cement finishers are working, they shall have at least one (1) Laborer as a helper or as many more as are needed, as long as there is Laborers work to be preformed.

Section 9. First Aid kits shall be furnished and maintained on all jobs.

Section 10. If any employee wishes to take a vacation, he/she shall notify his/her Employer two (2) weeks in advance. This vacation shall not jeopardize his/her employment if work is available upon his/her return.

Section 11. There will be an overhead shelter furnished for the mixer machine at all times during inclement weather.

Section 12. A warm, clean shed shall be furnished for the employees to eat and change their clothes in. This shed is for the purpose designated and is not to be used for storage or a workshop.

Section 13. If a jackhammer is used, and if a hammer weight is 50 pounds or more when used horizontally, two (2) Laborers will be used to operate same. The seconded Laborer will clean up when not operating hammer. The employee used for this work shall use safety glasses at all times, and if necessary, use a respirator.

Section 14. Within one-half (1/2) hour after starting time sanitary drinking water and individual drinking cups shall be furnished by the Employer on each job. Ice water, or mechanically cooled water will be furnished from May 1st to September 30th.

Section 15: All work of the Employer shall be preformed under mutually provided safety conditions which must conform to State and Federal regulations. It shall also be a requirement of the employee to conform to safety

regulations and measurers as provided. If the employee refuses to comply with safety regulations after a warning, he/she may be discharged.

Section 16. In the event that overtime work, is extended past six p.m., the employees covered by this Agreement will be permitted sufficient time to eat supper. The overtime wage scale shall prevail during this supper period.

Section 17. When employees are employed on a job on the day overtime is worked, or have worked on said job the proceeding day, employees required for overtime work shall be selected from the crew working on said job.

Section 18. There shall be no transferring of Laborers from job to job during lunch period.

Section 19. When an employee reports for work on a premium time day, if he/she works less than four (4) hours, he/she shall receive four (4) hours at the applicable rate. If he/she works more than four (4) hours, he/she shall receive pay for the hours worked.

Section 20. In the event of a tool checking system where Laborers check tools, a Laborer shall be employed as the tool crib Laborer.

Section 21. It is agreed that the use or possession of intoxicants or drugs on the job, or reporting for work under the influence of liquor or drugs, shall be sufficient cause for dismissal.

Employees working under this Agreement shall be subject to all necessary diagnostic medical testing for purposes of verifying compliance with this provision, when requested by the Employer at the expense of the Employer.

Section 22. It shall not be deemed a violation of this Agreement for employees to refuse to work under supervision who is under the influence of liquor.

Section 23. Absenteeism without cause shall be sufficient cause for dismissal.

Section 24. It is further mutually agreed between the parties that each party hereto shall make a bona fide attempt to, in all respects, comply with the Occupational Safety and Health Act, U.S.C. Title 29, Paragraph 651 through 678, (1970).

Section 25. No Laborer shall leave the project tool shed before regular starting time and shall have all tools put away by regular quitting time, unless instructed to work overtime.

Section 26. (a) There shall be a minimum of one (1) Laborer employed as a Carpenter Tender assigned for every three (3) Carpenters on all work and projects where Carpenters are erecting forms for footings, pile caps, foundation walls, building columns, beams (side and bottom), floors and roof slabs. On all work and projects where rough or dimensional lumber (such as 2 x 4's) are used for studding, floor joists, roof rafters, sheathing, and shingles, there shall be one (1) Laborer assigned to every three (3) Carpenters employed except as covered under Section (d) below.

(b) There shall be a minimum of one (1) Laborer employed as a Brick Mason Tender assigned for every three (3) Bricklayers on every project except as covered under Section (d) below.

(c) There shall be a minimum of one (1) Laborer employed as a Plasterer ~~Tender~~ assigned for every three (3) Plasterers on each project where brown coating and/or synthetics are being ~~done~~, except as covered under Section (d) below.

(d) This section is not intended to limit the work normally performed by ~~said~~ Tender and in no way restricts productivity.

(e) When Laborer work as outlined in (a), (b), and (c) does not require the ~~ratio~~ prescribed, then the manning requirements shall be modified.

(f) If at any time the work as outlined above ceases, then the Employer ~~shall~~ have the right to reassign the Laborers to other classifications of work.

Section 27. Any work not covered by this Agreement or classification ~~which~~ comes under the jurisdiction of the Laborers shall be negotiated between the two (2) interested parties.

ARTICLE XXVII **DEPTH PAY**

Section 1. When Laborers are required to work six (6) feet below immediate existing ground level on caisson and shaft work, they shall receive twenty-five (\$.25) cents per hour premium ~~more~~ than the classification they are working under.

Section 2. When Laborers are required to lay pipe or cable in a ditch or ~~trench~~ excavation more than six (6) feet below existing ground level, there shall be two (2) Laborers at all times, ~~and~~ the bottom Laborer shall receive an additional fifty cents (\$.50) per hour, for a total of seventy-five cents (\$.75).

ARTICLE XXVIII **MANAGEMENT RIGHTS**

Section 1. The Employer retains full and exclusive authority for the management of its operations. The employer shall direct his/her working forces at his/her sole prerogative, including, ~~but not~~ limited to, hiring, promotion, overtime assignments, layoff or discharge.

Section 2. There shall be no limit on production by employees nor ~~restrictions~~ on the full use of tools or equipment. Employees shall use such tools as required to perform any of the work of ~~the~~ trade. The operation of all equipment shall be assigned to the proper craft jurisdiction.

Section 3. No rules, customs or practices shall be permitted or observed ~~which~~ limit or restrict production, or limit or restrict the working effort of employees. The Employer shall determine ~~the~~ most efficient method or techniques of construction tools or other labor-saving devices to be used. However, safety of the employees on the job site shall be of prime concern to the Employer. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work and shall determine when overtime will be ~~worked~~.

Section 4. The Employer shall determine the recording devices, checking ~~systems~~, brassing or other methods of keeping time records.

Section 5. The foregoing enumeration of management rights shall be deemed to be inclusive not exclusive. The Employer retains all management rights except as expressly limited herein or by locally negotiated agreements to the extent local agreements do not conflict with the terms and provisions of this Agreement.

Section 6. Disputes arising under the Management Rights Clause or any other Article within this Collective Bargaining Agreement are subject to the grievance and arbitration procedure herein.

Management also agrees that the Management Rights Clause shall not be used as a guise to "illegally" discriminate against any employee or group of employees or the Local Union.

ARTICLE XXIX **ADJUSTMENT OF DISPUTES**

Section 1. It is specifically agreed that there shall be no strikes, lockouts or cessation or slowdown of work or picketing over any dispute over the application or interpretation of this Agreement, and that all grievances and disputes, excluding jurisdictional disputes, shall be handled as herein provided.

Section 2. Initial Determination. Any dispute of any type concerning the interpretation or application of this Agreement between an Employer and the Union shall be adjusted by the particular Employer and the Union in the first instance, if possible, and shall submit Agreement to a Negotiating Committee for final approval.

Section 3. Negotiating Committee. In the event the matter is not settled, it shall be referred to the Negotiating Committee consisting of three (3) Employer Representatives, selected by the Association, and three (3) Union Representatives, selected by the District Council. The determination of the Negotiating Committee shall be governed by majority vote with each member thereof having one (1) vote, and, in the event a full complement of members of either side does not attend the meeting, those members of the particular side in attendance shall each have a proportionate portion of the vote of the absent member.

Section 4. Arbitration. Should the Negotiating Committee be unable to resolve the matter, then the Union or the Employer may refer the matter to arbitration by so notifying the other party involved. The Union shall submit the names of five (5) arbitrators, and the Employer shall have the right to select one of the arbitrators listed in the notice or similarly to submit an alternate list of five (5) arbitrators to the Union. If no name is selected from the second list, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized arbitrators. From the list so submitted, the parties shall, within five (5) working days after receipt thereof, select the arbitrator by the alternate rejection of a suggested name until one remains. The person whose name so remains shall act as the arbitrator. The parties shall draw straws to determine who shall reject the first name. The parties recognize that time is of the essence.

Section 5. The arbitrator may interpret the Agreement and apply it to the particular case presented to him/her, but he/she shall have no authority to add to, or subtract from, or in any way change or modify the terms of this Agreement or any Agreement made supplementary thereto. Wages, hours and fringe benefits are not arbitrable.

Section 6. Fees and expenses of the arbitrator shall be borne equally by the parties to this Agreement.

Section 7. Conclusiveness and Enforcement. The decision of the Negotiating Committee or of the arbitrator, as the case may be, shall be final, binding and conclusive upon all parties (the Union, Employer and employees and all claiming thereunder) and shall be one method of resolving such disputes, provided, however, that if either party refuses to submit such dispute to arbitration or to abide by the decision of the arbitrator, then either party shall have the right to go into any court for the purpose of enforcing such submission or compliance.

Section 8. There shall be no strikes or lockouts during the term of this Agreement.

Section 9. It is specifically understood that the provisions of this Article shall not be available to an Employer who is not signatory to this Agreement and who is not complying with all the terms, wages, conditions, and contributions as set out in the Agreement.

ARTICLE XXX **JURISDICTIONAL DISPUTES**

Section 1. As used in this Agreement, the term "jurisdictional dispute" shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that employer's contractual relationship to any other employer, contractor, or organization on the site.

Section 2. It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:

- (1) The Employer shall assign work on the basis of traditional craft jurisdictional lines. Jurisdictional assignments shall be made on the basis of Agreements of record, established trade Agreements and prevailing area practices.
- (2) All questions, complaints or disputes dealing with craft jurisdiction shall be referred to the business representatives of the Unions involved in the jurisdictional disputes and to the Employer's authorized representatives, who shall then meet at a location acceptable to all parties.
- (3) Jurisdictional disputes which cannot be resolved at the Local level shall be referred to the International Unions involved for a determination. Pending such determination, the work will continue as assigned by the Employer. Any determination made pursuant to this provision shall be final and binding on the disputing Unions and the involved Employer on this project only. Such a determination shall not establish a precedent on other projects.

Section 3. There shall be no stoppage of work or slow down by employees, or lockout by the employer, during the implementation of the above procedure for the settlement of jurisdictional disputes between crafts.

ARTICLE XXXI
MARKET PRESERVATION

The Business Agent, with the approval of the District Council Business Manager, shall have the authority to make contract concessions during the term of this Agreement. Any such concessions or modifications shall be granted on a project by project basis only.

When concessions are granted by the Business Agent, with the approval of the District Council Business Manager, the following procedure shall be strictly adhered to:

Step 1: Any individual Employer or Employers signatory to this Agreement may request contract concessions for a specific project. Such a request shall be directed to the appropriate Business Agent who shall, as appropriate, grant concessions and modifications necessary to assure continued work opportunities for employees.

Step 2: Once a Business Agent(s) agrees to contract concessions the individual Employer(s) requesting the adjustment shall be immediately notified. The Union(s) shall also immediately notify the Association(s) having the bargaining rights for the Employer(s) who originally requested the modification. Notification of the Association shall be confirmed in writing as soon as practicable.

Any concessions which are granted must be transmitted to the appropriate individual Employer(s) and Association(s) no later than two (2) working days prior to bid opening. Such concessions shall initially be transmitted to the appropriate Association(s) by telephone. However, as noted above, they must be confirmed in writing as soon as practicable.

Step 3: Any concessions or adjustments granted for a specific project shall be available to all signatory Employers interested in the project. It shall, however, be the responsibility of the individual Employers to request information regarding any possible adjustments from the Association Office in his/her area. To insure that all individual Employers have equal access to contract concession information, the Employer Associations shall serve as a clearing house for information regarding contract concessions.

Any wage adjustments granted as a part of concessions for a specific project shall be established on a percentage of the base wage rate. Fringes, contributions, shall continue to be paid as provided in the Collective Bargaining Agreements.

ARTICLE XXXII
DATE OF AGREEMENT

This Agreement made and entered into this First day of May, 2003, by and between the Central Illinois Builders of AGC, parties of the first part, for their members and those firms for whom they have bargaining rights; and the Southern & Central Illinois Laborers' District Council and Laborers' Local 159, Decatur, Illinois; 171, Mattoon, Illinois; 253, Jacksonville, Illinois; 477, Springfield, Illinois; 624, Danville, Illinois; and 703, Urbana, Illinois; parties of the second part.

Whereas, the parties signatory to this Agreement are desirous and willing to adopt the provisions of the above-mentioned Agreements;

Therefore, it is understood and agreed by and between the parties hereto as follows:

- (1) That the parties hereto do hereby adopt all of the provisions and terms of this Agreement, and the attached Wage Addendum, as the Agreement between the parties with respect to all of the conditions and terms of said Agreement and also with respect to the duration of said Agreement.
- (2) That the undersigned firms agree to cover employees working under the terms of this Agreement with (a) Workmen's Compensation Insurance, and (b) Illinois State Unemployment Compensation Insurance, as provided by the Unemployment Compensation Act.

ARTICLE XXXIII
ENTIRE AGREEMENT OF PARTIES

Section 1. This represents the entire Agreement of the Parties. The Employer understands that the Union is a fraternal society and as such and in keeping with the provisions of the Labor Management Relations Act of 1947 as amended, has the right to prescribe its own rules and regulations with respect to any other matters for its own use. However, such rules or regulations whether contained in the bylaws, constitution, or otherwise, shall have no effect, directly or indirectly, upon this Collective Bargaining Agreement, any employment relationship or the relationship between the parties.

Section 2. Individual contractors signatory hereto who are not members of said Association agree to be bound by any amendments, extensions or changes in this Agreement agreed between the Union and the Association, and further agree to be bound by the terms and conditions of all subsequent contracts negotiated between the Union and the Association, unless ninety (90) days prior to the expiration of this or any subsequent agreement, the non-member contractor notifies the Union in writing that it revokes such authorization. Further, said non-member contractor agrees that notice served by the Union upon said Association and Mediation Service for reopening and termination or commencement of negotiations shall constitute notice upon and covering the nonmember contractors signatory hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures which officially bind said parties under the provisions of this Agreement.

SIGNED THIS ____ day of _____, 2003.

CENTRAL ILLINOIS BUILDERS OF AGC

SOUTHERN & CENTRAL ILLINOIS
LABORERS' DISTRICT COUNCIL

Executive Vice President
Having authority to sign on behalf of those
Firms who have assigned their bargaining
Rights to the Association

Business Manager

Accepted this ____ day of _____, 20__ by:

Firm

Signed

Title

**BUILDING AGREEMENT ADDENDUM LOCALS 159, 171, 253, 477, 624 & 703
SCHEDULE OF HOURLY WAGE RATES, CONTRIBUTIONS & DEDUCTIONS
EFFECTIVE MAY 1, 2003**

<u>LOCAL</u>	<u>WAGE</u>	<u>WELFARE</u>	<u>PENSION</u>	<u>ANNUITY</u>	<u>TRAINING</u>	<u>LECET</u>	<u>MRFFC</u>	<u>IAF</u>	<u>LEGAL</u>
159	\$22.00	\$3.90	\$4.00	-----	\$40	\$25	\$10	\$12	-----
171	\$19.75	\$3.90	\$4.00	\$1.95	\$40	\$25	\$10	\$12	-----
253	\$19.31	\$3.90	\$4.00	\$1.18	\$40	\$25	\$10	\$12	-----
477	\$22.15	\$3.90	\$4.00	\$50	\$40	\$25	\$10	\$12	-----
624	\$19.47	\$3.90	\$6.30	-----	\$40	\$25	\$10	\$12	-----
703	\$21.44	\$3.90	\$4.00	\$1.05	\$40	\$25	\$10	\$12	\$30

Working Dues Check-Off Per Hour:

Local #159: 3.5% of gross + \$.40 per hr Local #171: \$1.55 per hr Local #253: \$1.22 per hr Local #477: 3 _ % of gross + \$.40 per hr
Local #624: 4.5% of gross + \$.60 per hr Local #703: \$1.40 per hr.

Vacation Fund Per Hour: \$.60 all Locals

Brick Mason Tender-\$1.00 above wage rate
Licensed Asbestos Worker-\$1.50 above wage rate
Licensed Lead & Hazardous Waste Worker-\$1.50 above wage rate
Laborer Foreman-\$1.00 above highest paid laborer under his/her supervision
General Laborer Foreman-\$2.00 above Laborer Foreman
Dynamite Worker-\$2.00 above wage rate

EFFECTIVE: May 1, 2004, 2005, 2006 & 2007 the total wage package will increase by +\$1.30 per hour, per year.

DATED THIS ____ DAY OF _____ 2003.

CENTRAL ILLINOIS BUILDERS OF AGC

**SOUTHERN & CENTRAL ILLINOIS
LABORERS' DISTRICT COUNCIL**

Executive Vice President
having authority to sign on behalf of those
firms who have assigned their bargaining
rights to the Association

Business Manager

Accepted this ____ day of _____, 20__ by:

Firm

Signed

Title

**MEMORANDUM OF UNDERSTANDING
BY & BETWEEN
CENTRAL ILLINOIS BUILDERS OF A.G.C.
(ASSOCIATION)
AND
SOUTHERN & CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL
(UNION)**

Whereas, the Association and the Union agree that it is in the best interest of the construction industry to maintain a drug-free workplace; and

Whereas, a drug-free workplace is best accomplished by maintaining an industry wide comprehensive drug program similar to the EBOLT Program;

Therefore, be it understood that the parties agree that they will strive to reach a mutual Agreement on an industry wide Program and once the Program has been developed and the financing secured, by the Association, the Program shall be implemented.

Central Illinois Builders of A.G.C.

Southern & Central Illinois Laborers'
District Council

Scott Larkin, Director of Labor Relations

John R. Taylor, Business Manager

Dated:

Dated: